

Board of Public Works-Finance Committee
Public Services Building
Large Conference Room
2650 LaFranier Rd, Traverse City, MI 49686

Meeting Agenda

Wednesday, May 4, 2022 @ 1:00 p.m.

2022 Officers:

Chair:	Doug White
Vice-Chair:	Beth Friend
Secretary:	Jeff Shaw

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC COMMENT

Refer to Rules under Public Comment/Input on the back of Agenda

APPROVAL OF AGENDA

APPROVAL OF THE MEETING MINUTES

The meeting minutes of March 2, 2022, are approved unless there are any changes 1

AGENDA ITEMS

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| 2. Memo Re: Inspections for New Connections | 4 |
| 3. Memo Re: CDL Requirements..... | 7 |
| 4. Memo Re: DPW Organizational Chart | 9 |
| 5. STF SBR Repair Project | 21 |

PUBLIC COMMENT

Refer to Rules under Public Comment/Input on the back of Agenda

NOTICES

1. The next regular BPW Meeting will be held on Thursday, May 12, 2022, at 9:00 a.m. in the upstairs meeting room at GARFIELD TOWNSHIP HALL, 3848 Veterans Drive
2. The next regular BPW Finance Committee Meeting will be held on Wednesday, June 1, 2022, at 1:00 p.m. in the Large Conference Room in the Public Services Building at 2650 LaFranier Rd.

ADJOURNMENT

Link to website for agenda & packet

http://www.co.grand-traverse.mi.us/departments/public_works/Agenda_Packets.htm

RULES AND PUBLIC COMMENT / INPUT

1. All cell phones shall be switched to silent mode or turned off.
2. Any person may make a video, audio or other record of this meeting. Standing equipment, cords, or portable microphones must be located so as not to block audience view.
3. Any person shall be permitted to address a meeting of the Board of Public Works which is required to be open to the public under the provision of the Michigan Open Meetings Act, as amended. (MCLA 15.261, et.seq.) Public Comment shall be carried out in accordance with the following Board Rules and Procedures:
 - A. Any person wishing to address the Board shall state his or her name and address.
 - B. No person shall be allowed to speak more than once on the same matter, excluding time needed to answer Board Member's questions. The Chairperson shall control the amount of time each person shall be allowed to speak, which shall not exceed (3) minutes.
 - i. Chairperson may, at his or her discretion, extend the amount of time any person is allowed to speak.
 - ii. Whenever a group wishes to address the Board, the Chairperson may require that the group designate a spokesperson; the Chairperson shall control the amount of time the spokesperson shall be allowed to speak, which shall not exceed fifteen (15) minutes).

AUXILIARY AIDS AND SERVICES

Grand Traverse County will provide reasonable auxiliary aids and services; such as, signers for the hearing impaired or audio tapes of printed materials being considered at the meeting, to individuals with disabilities at the meeting upon (48)forty-eight hours-notice to Grand Traverse County. Individuals with disabilities requiring auxiliary aids or services should contact the Grand Traverse County Department of Public Works at (231) 995-6039.

Link to website for agenda & packet

http://www.co.grand-traverse.mi.us/departments/public_works/Agenda_Packets.htm

Grand Traverse County Board of Public Works-Finance Committee
Public Services Building
Large Conference Room
2650 LaFranier Rd, Traverse City, MI 49686

Meeting Minutes

Wednesday, April 6, 2022 @ 1:00 p.m.

2022 Officers:

Chair:	Doug White
Vice-Chair:	Beth Friend
Secretary:	Jeff Shaw

CALL TO ORDER

The Chair called the meeting of the Grand Traverse County Board of Public Works Finance Committee to order at 1:06 p.m.

The Secretary was present.

ROLL CALL

PRESENT: Jeff Shaw, Chuck Korn, Beth Friend, and Doug White

ABSENT: Rob Manigold

STAFF: John Divozzo and Dianne Thompson

Also Present: Bob Fudge and Art Krueger, City Director of Municipal Utilities

PUBLIC COMMENT

None.

APPROVAL OF AGENDA

MOTION by JEFF SHAW to approve the agenda as presented; second by Chuck Korn.

The Motion PASSED unanimously.

APPROVAL OF MEETING MINUTES

There were no objections so the meeting minutes of March 2, 2022, were approved as presented.

AGENDA ITEMS

1. Summary of Prepaid Claims

The committee had no questions or objections.

2. STF Annual Report 2021

John presented the 2021 Annual Report to the committee. There was discussion on the expiration of debt and the ordinances requiring the haulers to bring waste to this facility and township/county ordinances. The Director is working with Legal Counsel in case the ordinances need to be changed or updated. The State requires all waste within a 25-mile radius, but local ordinances also are required. The first bond will be paid off Nov. 2022 or May 2023 and the other debt goes through 2032.

There are preset yearly increases to the Jacobs contract. Currently we are working off a 7-year recommended Capital Improvement Plan and projects are shifted and re-prioritized, if necessary. We do need to investigate a new billing system.

3. Memo Re: STF Concrete Repairs Update

A third-party refused to do the work due to liability issues. We are again working with NTH. The project involves the roof and walls. We are dealing with a facility that had an issue in the past. NTH is preparing a revised proposal and we will do an RFP for the work.

Bob Fudge asked about the letter the BPW submitted to the County regarding the purchasing policy, the director's and managers salaries and position/staffing levels for the rest of the department. We have not yet had a response.

Beth asked what the DPW schedule is for checking the systems with cameras and doing overall system assessments. The Director replied that formal sewer screening is typically Township driven and routine maintenance issues are handled by the DPW.

PUBLIC COMMENT

None.

NOTICES

1. The next Regular BPW Meeting will be held on Thursday, April 14, 2022, at 9:00 a.m. in the upstairs meeting room at GARFIELD TOWNSHIP HALL, 3848 Veterans Drive.
2. The next regular BPW Finance Committee Meeting will be held on Wednesday, May 4, 2022, at 1:00 p.m. in the Large Conference Room in the Public Services Building at 2650 LaFranier Rd

The Chair adjourned the meeting at 1:54 p.m.

Date: _____

BPW Finance Committee Chair

BPW Finance Committee Secretary
(Approved as to form and content)

Drafted by: _____
John Divozzo

DATE: May 4, 2022

TOTAL	\$11.10
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	Summary of Prepaid	Summary of Prepaid	Summary of Prepaid	Summary of Prepaid
Claims Paid	Claims Paid	Claims Paid	Claims Paid	Claims Paid
3/30/2022	4/6/2022	4/14/2022	4/20/2022	4/27/2022



MEMO

To: BPW
From: John DiVozzo
Date: 4/28/02
Subject: Inspections for New Connections

The current requirement for new connections is to schedule an inspection with the DPW (with 48 hours' notice) and leave the trench open until approval is received.

Per Water/Sewer Ordinance: Connections shall not be covered up or put into operations until the work has been inspected and approved by the DPW (with at least 24 hours' notice).

One contractor in the area is asking that a third party be allowed to perform these inspections on demand as construction is slowed down by having to wait for our inspections. Building Code has stated that a third-party approval is satisfactory on their end.

The problem with the third-party option is that the third-party is contracted by the developer. Performs work under contract to an entity that does not represent the owner of the facilities. In addition, our inspection approves a connection per the ordinance, sets the date of connection, and typically begins our billing process.

The construction business is already required to obtain our permits way in advance of actual need; letting them perform connection inspections well before turn-over will create problems that cannot be undone afterward.

To me, this is another reason to require DPW permits after construction permits have been issued.

I did promise to bring the issue to the BPW prior to finalizing my decision.

Your understanding and support are appreciated.

JD

Thank you.

Section 8. No person shall make connection of roof downspouts, exterior foundation drains, areaway drains or other sources of surface runoff or ground water to a building sewer or building drain which in turn is connected directly or indirectly to a public sanitary sewer.

Section 9. The applicant for a building sewer permit shall notify the County D.P.W. at least 24 hours prior to the time that the building sewer is ready for inspection and connection to the public sewer. The entire building sewer shall be left uncovered until inspected and the connection shall be made under the supervision of the County D.P.W.

Section 10. All excavations for building sewers shall be adequately guarded with barricades and lights for the protection of the public. Streets, sidewalks, parkways and other public property disturbed in the course of the work shall be restored as near as practicable to the original condition.

Section 11. Abandoned or discontinued building sewers shall be bulkheaded, capped or sealed in a manner to prevent leakage of liquids or gasses therefrom. The work shall be subject to inspection by the County D.P.W. All costs shall be the owner's. In the event that an owner refuses or fails for any reason adequately to bulkhead, cap or seal an abandoned or discontinued building sewer, the Township after notice to the owner by ordinary or certified mail may cause the work to be completed. All costs incurred by the Township shall be a lien upon the property and shall be assessed against the real property on the next succeeding Township tax roll.

property on which they are located is subsequently divided, individual leads to the separate buildings shall then be installed.

Section 10. Building leads shall not cross highways, streets or alleys without permission of the County D.P.W. and any required permits from the County Road Commission and the Township.

Section 11. Where properties are supplied by more than one building lead from different service leads or mains and connected inside the property, all building leads so connected must be provided with a meter and check valve properly maintained to prevent cross feeds, with waste-stop on bottom of pipe, each side of check valve, so as to drain pipes and meters.

Section 12. A plugged tee, or any other accessible outlet, shall in no event be installed between the meter and the main.

Section 13. All unused or abandoned building leads entering a property shall be disconnected at the curb box by the owner.

Section 14. Underground piping and connections shall not be covered up or put into operation until the work has been inspected and approved by the County D.P.W. It shall be the responsibility of the holder of the permit to arrange for such inspection with the County D.P.W. at least 24 hours before the inspection is to be made. Any part of the work that is found to be defective or unsafe will be rejected and shall be changed to comply with the requirements of the permit and this Ordinance before the same shall be put into use.



MEMO

To: BPW
From: John Divozzo
Date: 4/29/22
Subject: New Requirements for CDLs

The current requirements to obtain a Commercial Driver's License went into effect February 2022. We have several employees that have been affected by this; mainly new hires who are required to possess a Class B CDL to maintain employment.

Current regulations require that each employee pass Entry-Level Driving Training (ELDT); this is training through a third-party that has a cost of \$1,900. Prior to 2022, this training was not required.

✖ What is Entry-Level Driving Training (ELDT)?

Beginning January 1, 2022, all commercial drivers must complete Entry-Level Driving Training (ELDT) before they can obtain or renew a commercial driver's license (CDL). ELDT is a combination of classroom instruction and behind-the-wheel training. The training is designed to ensure that all commercial drivers have the necessary skills to operate a commercial vehicle safely.

ELDT is a combination of classroom instruction and behind-the-wheel training. The training is designed to ensure that all commercial drivers have the necessary skills to operate a commercial vehicle safely. The training is required for all commercial drivers, regardless of whether they are new hires or existing employees.

The cost of ELDT is \$1,900. This cost is not covered by the County. The County is currently investigating the possibility of having the County pay for this training and then seek payroll deductions to repay or any other avenue that can help defray these costs.

FMCSA Training Provider Registry

I am investigating the possibility of having the County pay for this training and then seek payroll deductions to repay or any other avenue that can help defray these costs. At this point, we would be losing 3 employees to this rule. Needless to say, we cannot afford to lose these three employees.

I am asking for support for the concept of payment of these fees or a financing structure to cover these fees.

Thank you.

JD

ELDT Entry-Level Driver Training



U.S. Department
of Transportation
**Federal Motor
Carrier Safety
Administration**

Entry-Level Driver Training Requirements for CDL Applicants

The new Entry-Level Driver Training (ELDT) regulations require that all entry-level drivers of commercial motor vehicles (CMVs) who are subject to ELDT regulations receive training from a provider listed on FMCSA's Training Provider Registry.

To be eligible to take the Class A or Class B CDL skills test, the S or P skills test, or the H knowledge test, commercial driver's license (CDL) applicants must have completed applicable entry-level driver training from a registered training provider.

What must drivers do to meet the ELDT requirements?

Complete training with a registered training provider
Entry-level drivers subject to the ELDT regulations must select a training provider that is listed on the Training Provider Registry. Only registered training providers will be able to submit certification of a driver's completion of entry-level driver training to the Training Provider Registry.

When must a driver have completed their entry-level driver training?
Training must be completed before taking a CDL skills test or, if the driver is applying for the H endorsement, the knowledge test.

A State is **not permitted** to administer the CDL skills or knowledge test to driver if they cannot electronically verify that these requirements are met. A State may issue a commercial learner's permit (CLP) to a driver who has not yet completed entry-level driver training.

Use the scenario chart below to determine if you are required to complete entry-level driver training.

If ➤ Then

A driver holds a CLP that was issued before February 7, 2022...

The driver is not required to complete entry-level driver training, as long as the driver obtains a CDL before the CLP expires.

A driver was issued a CDL or an S, P, or H endorsement before February 7, 2022...

The driver is not required to complete entry-level driver training for the previously-issued license or endorsement, even if it has since lapsed.

A driver holds a CLP that was issued before February 7, 2022, but the CLP expires before the driver applies for their CDL...

The driver **must** complete the required entry-level driver training before being permitted to take the CDL skills test.

A driver obtains a CLP on or after February 7, 2022...

The driver **must** complete the required entry-level driver training before being permitted to take the CDL skills test, S or P skills test, or H knowledge test.

A driver held a CDL prior to the compliance date, and applies for an upgrade to a higher class of CDL, or an S, P, or H endorsement for the first time on or after February 7, 2022...

The driver **must** complete the required entry-level driver training for the class of CDL to which the driver is upgrading or the endorsement(s) for which the driver is applying before being permitted to take the applicable CDL skills test or H endorsement knowledge test.

ELDT EXCEPTIONS. The ELDT regulations do not apply to individuals that are not required to have a CDL as outlined in 49 CFR part 383, or for whom the state has waived the CDL skills test.



LEARN MORE AT: <http://tpr.fmcsa.dot.gov> or scan the code using the camera on your smartphone.





MEMO

To: Nate Alger, Chris Forsythe, Dean Bott
From: John Divoz *John D.*
Date: 4/28/22
cc: **BPW**
Subject: DPW Organizational Chart

Attached is the proposed organizational chart for the DPW for fiscal year 2023. The DPW is proposing changes to the current chart as follows:

1. Add two maintenance positions
2. Delete an Account Clerk and add an Account Clerk Specialist
3. Modify the existing Office Manager position to a rate of pay commensurate with the Field Manager.

These changes will be included in the 2023 Budget and will be approved by the BPW prior to submitting to the County Board for formal approval.

Additional Maintenance Positions

These positions are necessary due to increased work loads in various categories, but most notably, Miss Digs, Valve and Hydrant Maintenance Programs, new connections, and general maintenance activity needs for the Department. The proposed pay classification is [D] non-exempt, which is the lowest pay class in the Department. Much thought went into the pay classification for these positions; the department is in Union Group "IOP General" and a lower class of pay would disrupt current work duties of the Operator 1 classification.

The Board of Public Works reviewed these additional positions and approved them through the budget process in 2022, but these positions were not formerly presented to the County.

The wage cost of these two positions is estimated to be \$70,000, with benefits estimated at 30% or \$21,000; total cost of [\$91,000].

Delete an Account Clerk and add an Account Clerk Specialist

Current staff duties for one employee in the Account Clerk position more accurately represent duties being performed in the Account Clerk Specialist position. She is responsible for daily activities related to customer service and account management, but she performs several complex duties in addition to these functions:

1. Accounts Payable
2. Cross-Connection Inspection Program Administration
3. Monthly EGLE Reporting Administration
4. Hydrant Permitting and Maintenance Administration
5. Miss Dig Account Management
6. Utility Account Management

In my opinion, these extra duties sufficiently warrant a one-step level adjustment and the job title that comes with it. The difference in cost between the Account Clerk and Account Clerk Specialist is estimated at \$1.42 per hour. On a 40-hour work week, this amounts to \$2,950 for the year. With benefits estimated at 30% (\$900), the total increase to the budget is estimated at [\$3,800].

Office Manager

The current Office Manager position description does not describe the responsibilities that the DPW Office Manager performs daily. This position requires knowledge and understanding of township water/sewer ordinances, pricing schedules per township resolution, knowledge of the Michigan Plumbing Code, complicated calculations regarding pricing per square foot as dictated by Township benefit tables related to water/sewer connections, oversight of the department's payroll submittal to the county, implementing portions of the union contract on behalf of the County, managing the billing and payables duties of the DPW, and this position is the acting Director in the absence of such.

In addition, this position is well below that of the DPW Water/Sewer Manager.

I am proposing to move this position to the same level as the Field Manager, class [J].

The additional cost for this position increase is estimated at [\$9,000.] With benefits estimated at 30% (\$2,700), the total increase is estimated at [\$11,700].

For all three items, the total increase to the DPW Budget is: \$106,500.

The DPW would partially offset this cost by removing temporary seasonal payroll: \$30,600.

DPW operates a total of 14 budgets that would be affected by these increases. Each budget pays a set proportion of these costs based on budget size, customer counts, and actual time spent in each. The current split by budget is as follows:

DEPT SPLIT	2022	\$75,900
Acme Sewer	7.1%	\$5,388.90
East Bay Sewer	8.5%	\$6,451.50
Garfield Sewer	21.7%	\$16,470.30
Garfield Water	26.5%	\$20,113.50
Elmwood Sewer	4.6%	\$3,491.40
Peninsula Sewer	2.4%	\$1,821.60
East Bay Water	16.1%	\$12,219.90
Peninsula Water	3.5%	\$2,656.50
Timberlee	2.3%	\$1,745.70
Hope Village	0.3%	\$227.70
Greilickville	1.3%	\$986.70
STF	5.3%	\$4,022.70
Whitewater	0.3%	\$227.70
Hoch	0.1%	\$75.90

Thank you.

GRAND TRAVERSE COUNTY DEPARTMENT OF PUBLIC WORKS

Board of Public Works
Jeff Shaw, Chair

John Divozzo
DPW Director

LA FRANIER OFFICE

Dianne Thompson
Office Manager

H → J + \$4,000

Kim Riley
Account Clerk Specialist

E

Linda McCleary
Account Clerk

D → E + \$2,950

Sally Dreves
Account Clerk

D

Vacant
Account Clerk

D → Julie Dodson

Vacant
Account Clerk

D → Interviewing

Currently Vacant
Seasonal Worker

C1

Currently Vacant
Seasonal Worker

C1

Remove
(- \$30,600)

+ \$90,000

WELCH COURT SHOP

Kent Nothstine
Sewer and Water Manager

J

Matt Butler
Lead Water Operator

H

Greg Fasel
Lead Sewer Operator

H

David Bauer
Lead Water Operator

H

Mike Rohn
Mechanic

H

John Horton
Sewer & Water Operator

D

Jeremy LaPorte
Sewer & Water Operator

D

Alex Christensen
Sewer & Water Operator

D

Mike Perez
Sewer & Water Operator

D

* **New Position**
DPW Field Technician

D

* **New Position**
DPW Field Technician

D



CLASS
D

GRAND TRAVERSE COUNTY, MI
DPW FIELD TECHNICIAN JOB DESCRIPTION

Title: DPW Field Technician

GENERAL SUMMARY

Primary function of the job is to provide support to department operations, which may include gps of assets, maintain asset markers/signs, paint fire hydrants, operate system valves, and/or remove vegetation in and around system assets. Employee may work alone or as part of team.

Employees must meet the minimum requirements, conditions of employment, and be able to perform successfully all essential duties and responsibilities with or without reasonable accommodations.

Overtime may be required to complete the task within a specific time frame or in an emergency.

PRIMARY DUTIES AND RESPONSIBILITIES (may include but are not limited to the following)

- Utilize GPS equipment to locate existing underground water and sewer pipelines, service leads, valves, and manholes; Miss Dig marking
- Data entry
- Perform hydrant maintenance; this may include seasonal and annual flushing; painting
- Operate system valves per established procedures
- Remove vegetation in and around system infrastructure; mowing
- Read, replace, and/or install water meters
- Assist Operators with daily tasks when needed
- Maintain records, logs, and related items associated with daily activities
- Other tasks as assigned by Supervisor

EDUCATION, FORMAL TRAINING, AND EXPERIENCE (minimum requirements)

- High School Diploma or G.E.D.
- Current engineering/computer college student with emphasis on ESRI GIS software and/or GPS technology preferred

CERTIFICATIONS, LICENSES (minimum requirements)

- Possess or Maintain a valid Michigan Chauffeur's License within 120 days of employment

CONDITIONS OF EMPLOYMENT (minimum qualifications - legal or contractual pre-employment obligations and/or requirements, such as drug testing, background check, etc.)

- May be required to serve in an "on-call" capacity
- A background check may be required initially and periodically for an individual hired, transferred, reclassified, promoted, or currently working in this job. Appointment to or continued employment in this job is contingent upon a satisfactory background check which may include but is not limited to: confirmation of a persons' identity; review of criminal conviction records; verification of educational degree, license, or certificate required for the position; review of Department of Motor Vehicles records; Department of Justice fingerprint scan; and/or drug and alcohol testing as required and allowable by law. A satisfactory background check is defined as the absence of a criminal history record which bears a demonstrable relationship to the applicant's or employee's suitability to perform the required duties and responsibilities of the position.



GRAND TRAVERSE COUNTY, MI SEASONAL DPW WORKER JOB DESCRIPTION

DISTINGUISHING CHARACTERISTICS

Work involves performing basic tasks every day and follows well-established procedures in which daily instructions are given and tasks are performed according to specific guidelines. Errors at this level could cause serious, but short-term consequences involving significant financial impact or cost, reduced service to the public and/or strong negative citizen reaction requiring intervention from a higher-level manager and could impact others outside of the department.

This is a seasonal position with maximum allotted work time over 16 weeks beginning in May and lasting until August.

PHYSICAL DEMANDS, WORK ENVIRONMENT, AND OTHER REQUIREMENTS

- May be required to climb or balance; reach with hands and arms; sit; stand; stoop, kneel, or crouch; talk and hear; smell; use hands to finger, handle, or feel
- Position frequently works in an outdoor environment with exposure to weather-related heat and cold, rain, wind, and related elements
- May be exposed to working in close quarters, high and precarious places, moving mechanical parts, risk of electrical shock, vibration, fumes or airborne particles, infectious diseases. • May occasionally be required to lift/move over 100 pounds
- Will be required to use appropriate personal protective equipment according to current safety standards and practices
- May be required to purchase appropriate footwear to follow current safety standards

• KNOWLEDGE, SKILLS, ABILITIES, COMPETENCIES (minimum requirements)

- Proficiency in English grammar, spelling, punctuation, and simple mathematical functions such as addition, subtraction, multiplication, division, percentages, ratios, etc.
- Proficiency in the use of various office software products; i.e. Microsoft Word and Excel
- Basic understanding of ESRI GIS and GPS equipment
- Interpersonal skills necessary to work courteously and effectively with other employees and the public
- Ability to read and interpret plans, diagrams, drawings, prints, schematics, etc.
- Ability to comprehend, process and apply both verbal and written skills appropriate to the job
- Ability to consistently demonstrate sound ethics and judgment
- Ability to maintain the confidentiality of information and professional boundaries
- Ability to use County resources effectively and efficiently

**GRAND TRAVERSE COUNTY
DIRECTOR OF PUBLIC WORKS
POSITION DESCRIPTION**

TITLE

DPW Office Manager

GENERAL SUMMARY

The primary function of this position is to oversee the daily operations of the Department of Public Works' Office.

This position reports directly to the Director of Public Works. As a County employee, this position may provide strategic direction for the department under the general guidance of the Board of Public Works (BPW) through the Director and consistent with the County's overall mission and policies.

Oversees the routine daily activities associated with office activities for township water/sewer systems and the county septage receiving facility. These activities include budget/asset management, contract management, billing/receipting, system permitting, asset management, and supervision of 5 or more employees.

This position may require irregular hours, may also be required to work in an on-call capacity, and may require travel in the employee's own vehicle.

PRIMARY DUTIES AND RESPONSIBILITIES (may include but are not limited to the following.)

Administration

- Ensures the smooth, harmonious, and successful operation of the office.
- Supervises all office staff, either directly or indirectly through subordinate supervisors, and monitors staff training. Assists the Director with disciplinary decisions/actions and establishing/evaluating performance standards in accordance with County objectives.
- Assists in the preparation of the annual department budget, reviews financial reports for adherence to the budget, prepares budget adjustments/amendments, reviews accounts payable/receivable activities. Monitors assigned accounts and funds. May perform other financial functions and responsibilities related to the department, which may include grant writing and management.
- Oversees utility system billing/receipting and accounts payable, monitors system budgets, and maintains accurate customer files. Prepares necessary budget amendments/adjustments to comply with County accounting policies and procedures. May participate in the work of subordinate employees.
- Monitors contracts with vendors, contractors, and consultants and works with the Director to insure prompt renewal actions or to develop RFP/RFQ and associated documentation.

- Assists the Director in the preparation of BPW meeting agendas, notices, and supporting documentation.
- Attends board meetings and records all actions taken by the BPW. Prepares resolutions, motions, and draft minutes for review and approval by Director and the BPW.
- Provides comprehensive customer service, including delivery of prompt, accurate, and courteous assistance on complex policies, guidelines, and standard practices to internal and external customers, both verbally, and in writing. Investigates and resolves complaints and concerns from customers.
- Ensures department compliance with township water/sewer ordinances, rate resolutions, permitting requirements when processing and/or reviewing sewer permit applications; responsible for updating rates, fees, and charges per township directives.
- Reviews and processes commercial water/sewer permit applications, including file review, and calculates necessary fees and charges and submits to Director for approval. Oversees the processing of residential water/sewer permit applications. Ensures customer files are accurate, complete, and current.
- Works with the Director to insure compliance with the Freedom of Information Act (FOIA) and the Open Meetings Act (OMA).

Operation and Maintenance

- Assists system operators with monthly and annual reporting requirements and submits to the Director for approval. Oversees the scheduling of work orders for field personnel, monitors employee time sheets to provide accurate accounting to each municipal system, and oversees department payroll entry.
- Works with DPW Shop Manager to ensure compliance to department purchasing policy and maintains inventory of office supplies.

Septage Receiving Facility

- Oversees the daily billing/receipting for the facility; monitors hauler contracts, permits, and compliance through office staff.
- Provides monthly reporting on budget status and administrative concerns to the Director.
- Monitors daily, monthly, quarterly, and annual volumes for the facility; provides summaries to the BPW and the Director.

EDUCATION, FORMAL TRAINING, AND EXPERIENCE (minimum requirements)

- Associate's Degree in Accounting or other similar business related field of study and (5) Five years of directly related, progressively responsible experience, including at least (2) two years of supervisory or managerial experience.
- An additional (2) two years of directly related experience may be substituted for a degree.

CERTIFICATIONS & LICENSES (minimum requirements)

Must have valid driver's license and personal vehicle insurance and maintain eligibility to drive as per the County's *Vehicle Policy*.

CONDITIONS OF EMPLOYMENT (legal or contractual pre-employment obligations and/or requirements, such as drug testing, background check, etc.)

- May serve in an on-call capacity

A background check may be required initially and periodically for an individual hired, transferred, reclassified, promoted, or currently working in this job. Appointment to or continued employment in this job is contingent upon a satisfactory background check, which may include, but is not limited to: confirmation of a person's identify, review of criminal conviction records; verification of educational degree, license or certificate required for the position; review of Department of Motor Vehicles records; Department of Justice fingerprint scan; and/or drug and alcohol testing as required and allowable by law. A satisfactory background check is defined as the absence of a criminal history record, which bears a demonstrable relationship to the applicant's or employee's suitability to perform the required duties and responsibilities of this position.

DISTINGUISHING CHARACTERISTICS

Work involves the development of new guidelines and techniques, establishing criteria or developing new information where guidelines may not exist for all situations and considerable independent judgment, personal discretion, and resourcefulness are needed to interpret circumstances and to make decisions in major areas where there may be uncertainty in approach, methodology, and interpretation. Errors at this level could lead to extraordinary costs, major litigation, destruction of property, loss of funding, or failure of the department to accomplish its mission and may require the intervention of the County's senior executives to resolve or may not be resolvable.

This position is not part of a series.

PHYSICAL DEMANDS, SKILLS, ABILITIES, COMPETENCIES (minimum requirements)

- Work is performed in an office environment
- May be required to reach with hands and arms; sit; stand; talk and hear; use hands to finger, handle, or feel
- May be required to lift/move up to 50 pounds (such as a box of paper)

KNOWLEDGE, SKILLS, ABILITIES, COMPETENCIES (minimum requirements)

- Proficiency in English grammar, spelling, punctuation, and simple mathematical functions such as addition, subtraction, multiplication, division, percentages, ratios, etc.
- Knowledge of generally accepted accounting and bookkeeping principles
- Advanced knowledge related to the department or function, and general County operation and organization
- Ability to detect errors, determine causes, and make corrections as appropriate
- Skill in operation of modern office equipment such as personal computer, facsimile, copiers, scanners and telephones
- Skill in use of personal computer software, including advanced spreadsheet development and word processing
- Interpersonal skills necessary to develop and maintain effective and appropriate working relationships with customers, co-workers, and representatives of other agencies.

- Knowledge of basic supervisory and employee management principles.
- Knowledge of applicable employee rights, protections and avenues of appeal
- Knowledge of applicable policies and procedures governing the hiring, employment and separation of employees
- Skill in assigning, prioritizing, monitoring, and reviewing work assignments
- Skill in mentoring and training employees with varying educational backgrounds and aptitudes
- Skill in anticipating potential personnel issues and taking appropriate action
- Ability to understand managerial policies and prioritize the needs of the unit.
- Ability to comprehend, process and apply both verbal and written skills appropriate to the job
- Ability to facilitate and coordinate meetings effectively and efficiently
- Skilled in researching and resolving complex problems in order to ensure compliance
- Ability to consistently demonstrate sound ethics and judgment
- Ability to think analytically and apply sound judgment, solve problems, make effective decisions, and act with integrity
- Ability to maintain the confidentiality of information and professional boundaries
- Ability to use County resources effectively and efficiently

09/14/2021

GRAND TRAVERSE COUNTY

DTHOMPS2

2 0 2 2 B U D G E T D E T A I L

690 DEPT OF PUBLIC WORKS

443 DPM - GENERAL

	2020 ACTUAL EXPENDITURES	2021 BUDGET	2021 YTD EXPENDITURES	2022 REQUESTED	RECOMMENDED
701.00 DEPARTMENT HEAD	59,006.60	71,801.00	48,498.21	72,155.00	
701.01 PER DIEM	595.98	1,788.00	529.76	1,789.00	
702.00 FULL TIME & REGULAR PART TIME	617,044.49	649,013.00	401,465.93	656,962.00	+ 81,950
702.01 LONGEVITY	8,561.30	8,987.00	112.79	7,497.00	- 30,617
703.00 PART TIME TEMPORARY	.00	28,906.00	.00	30,617.00	
704.00 OVERTIME	1,805.88	7,000.00	2,934.63	7,000.00	
705.00 PERSONAL LEAVE	9,945.11	22,338.00	.00	22,479.00	
715.00 FICA	51,743.01	61,148.00	32,319.34	62,390.00	
716.00 HEALTH, OPTICAL & DENTAL	104,452.47	123,126.00	77,935.89	119,934.00	
716.02 SHORT & L-T DISABILITY	5,340.69	5,961.00	4,318.40	6,831.00	
716.03 PAYMENT IN LIEU OF INSURANCE	9,144.67	9,460.00	.00	8,514.00	
717.00 LIFE INSURANCE	2,092.19	2,336.00	1,325.53	2,065.00	
718.00 RETIREMENT	713.81	626.00	383.60	1,438.00	
718.01 RETIREMENT DC	37,343.60	40,460.00	25,227.92	48,168.00	
718.05 RETIREMENT - DB UAL	191,224.69	171,818.00	106,726.65	203,243.00	
719.00 WORKER'S COMP INS	14,553.88	16,318.00	1,320.34		
720.00 UNEMPLOYMENT COMPENSATION	1,122,968.37	170.00	168.48	168.48	
PERSONNEL		1,221,256.00	703,267.47	1,251,082.00	
727.00 OFFICE SUPPLIES	7,133.28	12,913.00	5,527.59	12,913.00	
729.00 PRINTING AND BINDING	522.13	426.00	366.00	426.00	
729.02 COPY MACHINE USE	1,012.64	1,136.00	859.52	1,703.00	
730.00 POSTAGE	660.40	5,676.00	682.41	1,892.00	
742.00 SAFETY EQUIPMENT	15,084.14	4,730.00	4,366.22	4,730.00	
745.00 UNIFORMS & ACCESSORIES	7,134.24	8,846.00	4,803.86	8,846.00	
745.02 CLOTHING ALLOWANCE	97.30	473.00	47.30	473.00	
747.00 SMALL TOOLS & SUPPLIES	8,978.41	15,420.00	5,394.58	10,406.00	
748.00 GAS, OIL & GREASE	16,923.49	25,542.00	18,035.56	25,542.00	
775.00 JANITORIAL SUPPLIES	723.12	710.00	109.04	710.00	
COMMODITIES	58,269.15	75,872.00	40,192.08	67,641.00	
808.00 ATTORNEY FEES	3,084.41	26,288.00	4,039.39	17,500.00	
810.00 SUBSCRIPTIONS	1,278.12	488.00	.00	488.00	
810.01 DOES	1,158.85	1,244.00	1,197.64	1,244.00	
812.00 IT CHARGES	30,826.99	33,110.00	16,560.35	33,110.00	
812.01 INTERNET ACCESS	1,134.96	1,230.00	874.87	1,278.00	
818.00 CONTRACT SERVICES	1,863.60	1,892.00	249.72	1,959.00	
850.00 TELEPHONE	10,370.10	10,501.00	8,098.46	10,501.00	
850.99 TELEPHONE, MOBILE	9,344.88	24,123.00	4,036.61	24,123.00	
852.00 TELEPHONE EXP - GENERAL	.00	.00	.00	.00	
853.00 MISS DIG SERVICES	74.26	1,419.00	34.16-	1,419.00	
860.00 TRAVEL	.00	100.00	.00	100.00	
860.01 CONVENTIONS & CONFERENCES	58,136.17	100,395.00	35,022.88	91,722.00	
CONTRACTUAL SERVICES					
909.00 ADVERTISING	177.58	473.00	104.34	473.00	

Net
+ 51,333 ✓
+ 81,950
- 30,617

	Effective January 1, 2021			Increase over 2020:		1.5%		
	Training 1	Training 2	1	2	3	4	5	6
AA	9.97	10.75	11.54	12.05	12.64	13.17	13.81	14.46
A	10.73	11.56	12.41	12.95	13.58	14.17	14.86	15.55
B	11.51	12.37	13.30	13.92	14.52	15.23	15.87	16.59
C	12.34	13.16	14.22	14.87	15.57	16.26	17.00	17.78
D	13.11	14.14	15.25	15.88	16.63	17.37	18.15	19.03
E	14.09	15.13	16.29	17.04	17.80	18.63	19.50	20.34
F	15.04	16.18	17.39	18.18	19.04	19.87	20.81	21.77
F1	16.55	17.79	19.12	20.01	20.94	21.86	22.88	23.94
F2	18.06	19.42	20.86	21.81	22.84	23.85	24.96	26.13
G	16.56	17.83	19.14	20.03	20.95	21.87	22.90	23.95
H	19.05	20.51	21.97	23.04	24.10	25.18	26.33	27.53
H1	22.85	24.61	26.37	27.64	28.91	30.21	31.60	33.04
H2	20.95	22.55	24.18	25.33	26.50	27.70	28.96	30.29
I	20.39	21.88	23.57	24.66	25.82	26.94	28.18	29.46
I2	22.43	24.08	25.92	27.12	28.40	29.63	31.00	32.40

NOTES:

The sub-grades, such as F1, F2 H1, H2, I2 are due to market adjustments added to specific classifications when the County was experiencing difficulty recruiting qualified individuals.

Qualified applicants come into the compensation plan at Step 1. The Training 1 and Training 2 steps are used when an applicant does not meet the minimum requirements, but is expected to within a reasonable period of time. The candidate will then be moved to Step 1 upon attaining the qualification.

	D1	D6	E6	
2022 + 3.0%	15.71	19.60	20.95	
Apr. + 5.0%	16.50	20.58	22.00	+ 1.42/hr

NON-CONTRACT
EXEMPT EMPLOYEES (22)

Effective January 1, 2021			Increase: 1.5%					
	Training 1	Training 2	1	2	3	4	5	6
H	39,065	42,000	45,190	47,263	49,340	51,635	53,959	56,466
H1 (10%)	42,971	46,200	49,709	51,989	54,274	56,799	59,355	62,112
H2	40,442	43,437	46,745	48,857	51,066	53,418	55,839	58,429
I	41,784	44,974	48,339	50,557	52,848	55,284	57,789	60,439
J	44,725	48,089	51,709	54,064	56,537	59,082	61,799	64,664
J2(13%)	50,539	54,340	58,431	61,093	63,887	66,763	69,833	73,070
J3(3.5%)	46,291	49,771	53,518	55,957	58,516	61,149	63,961	66,927
K	47,870	51,455	55,356	57,864	60,514	63,236	66,099	69,213
L	51,239	55,104	59,221	61,944	64,735	67,674	70,790	74,045
L3(10%)	56,362	60,615	65,144	68,138	71,209	74,441	77,870	81,450
L4 (13%)	57,900	62,268	66,920	69,997	73,151	76,472	79,993	83,671
L6(3%)	52,776	56,757	60,998	63,802	66,677	69,705	72,914	76,266
L8 (26%)	64,561	69,432	74,618	78,049	81,567	85,269	89,196	93,297
L10 (11%)	56,875	61,165	65,736	68,758	71,857	75,119	78,577	82,190
L11 (12%)	57,387	61,717	66,328	69,377	72,504	75,796	79,285	82,930
M	61,479	66,099	71,072	74,335	77,698	81,242	84,933	88,868
M1	65,287	70,193	75,474	78,939	82,511	86,274	90,194	94,373
M2 (11%)	68,242	73,370	78,889	82,512	86,245	90,178	94,276	98,644
N	73,759	79,346	85,291	89,195	93,205	97,499	101,902	106,631
N1	98,638	104,737	111,541	116,845	123,031	128,699	134,512	140,754
N2			100,306	104,820	109,537	114,466	119,617	125,000
P			90.00					

2022 +3% **H** 58,160 **J** 66,604
 Apr +5% 61,060 69,934 ✓ + 8,874

SEQUENCE BATCH REACTOR (SBR) TANK MAINTENANCE

Date: April 20, 2022
Project name: Grand Traverse County Septage Treatment Facility
Attention: John Divozzo
Company: Grand Traverse County Director of Public Works:
Prepared by: Mark Huggard
Copies to: Elizabeth Hart
Grand Traverse County Board of Public Works (BPW)

Project Summary

The existing Septage facility was designed and built for Grand Traverse County by Gourdie-Fraser/Christman LLC. Initial testing of the plant was completed in May 2005. On June 18, 2005, the east wall of the Membrane Bioreactor (Now, Sequence Batch Reactor (SBR)) Tank, which at the time was filled with septage, collapsed (Refer to the photo below).



In late August 2005, NTH was awarded a contract by Grand Traverse County to provide forensic engineering services associated with the tank failure. Based on their review of project documents and inspection of the structures in the field, it was concluded that the collapse of the wall of the SBR Tank was the result of the omission of reinforcing steel hook bars at the top of the common center wall of the tank. The review also indicated that the design standard that had been used was ACI-318 rather than ACI-350 which was more appropriate for wastewater structures. Based on the NTH findings, GFC and their structural engineering consultant, Robert Darvas, P.E. devised a plan to repair the failed tank and upgrade the remaining project elements to meet the requirements of ACI-350. NTH would oversee the implementation of the plan. In late October 2006, NTH issued a final report to Grand Traverse County indicating that the repairs to the structures had been completed. The final report recommended that a condition/performance assessment be conducted to determine how the tanks were performing.

In 2018, upon approval from the Grand Traverse Board of Public Works, NTH was contracted by Jacobs to perform the recommended condition assessment. NTH reported the overall condition of the SBR tanks to be fair with moderate defects generally consisting of cracks on exterior walls, cracks in precast roof panels, and leaking at roof to wall joints. Because addressing these defects is crucial to maintaining the structural integrity of the SBR tanks, subsequent to the 2018 inspection, NTH's contract was amended to include the development of the SBR tank repair specifications. The repairs specified by NTH in 2019, encompass the entirety of the SBR tanks and would increase capacity by allowing the SBR operating level to be increased from 14 feet to 15 feet.

The currently identified options for performing the SBR tank maintenance are summarized in Table 1. At no additional charge, Jacobs attempted to obtain multiple bids for the oversight and execution of the SBR tank maintenance and received one response in both cases. Because of NTH's expertise and familiarity with the structural history of the SBR tanks, Jacobs recommends option 1 in Table 1. With option 1, upon approval from the Board, Jacobs would act as the general contractor for the project contracting NTH to oversee the execution of the SBR tank repairs and Grand Traverse Construction to perform the repairs (Refer to Attachments 1 and 2 for NTH's Proposal and Grand Traverse Construction's Bid Form respectively). This option is estimated to amount to \$125,561.

Table 1. GTCSTF SBR Roof Maintenance Options

GTCSTF SBR ROOF MAINTENANCE OPTIONS					
Engineering Oversight Options	General Contractor	Contractor to Perform Work	Cost*	Advantages	Disadvantages
1	Jacobs to act as general contractor overseeing NTH and Grand Traverse Construction. This is necessary because NTH does not carry adequate liability insurance (\$20,521*)	Grand Traverse Construction (Only bid response received, \$69,800)	\$125,561*	<p>NTH has been involved in evaluating and rehabilitating these structures since they were rehabilitated after collapse</p> <p>NTH developed the SBR maintenance instructions and would provide a professional engineer to oversee their proper execution-ensuring a higher level of quality due to enhanced familiarity and expertise with the structural history of these tanks</p>	<p>Adds \$31,796 to the cost of the project</p> <p>Loss of continuity in NTH's oversight of tank rehabilitation and maintenance</p>
2	No Professional Engineering oversight-Jacobs' Monitors work for completion but cannot guarantee perfect adherence to instructions and acts as general contractor (\$23,965)	Grand Traverse Construction (Only bid response received, \$69,800)	\$93,765*	Reduces cost of project by \$31,796 in comparison to option 1	<p>Oversight of project completion against scope of work; quality of work, in comparison to NTH's instructions, cannot be guaranteed to the level it would have with NTH's expertise</p>
<p>Note: Prein Newhof declined to bid on engineering oversight, stating the SBRs are too big of a liability as a result of their structural history. Jacobs developed a SOW (Containing NTH's SBR Maintenance Plan), scheduled and held a prebid meeting at the facility, and obtained Contractor bids at no additional cost to the Board.</p> <p>*Estimated cost</p>					

Attachment 1. NTH's Proposal



NTH Consultants, Ltd.

Infrastructure Engineering
and Environmental Services

41780 Six Mile Road, Suite 200
Northville, MI 48168
248.553.6300
248.324.5179 Fax

Ms. Elizabeth Hart
Senior Operations Specialist
Jacobs Engineering Group
606 Hannah Avenue
Traverse City, Michigan 49686

January 18, 2022
Revised April 1, 2022
NTH Proposal No. OP22000037

**RE: Proposal for SBR Tank Concrete Repairs - Construction Contract Administration
Grand Traverse County Septage Treatment Facility
Traverse City, Michigan**

Dear Ms. Hart:

At your request, we have prepared this proposal to provide construction contract administration and engineering oversight services for the repair of the concrete topping slab on the roof of the Grand Traverse Septage Treatment Facility's SBR Tank. The proposed repairs are based on the structural assessment and repair design package that was completed in May 2021. The following sections provide our understanding of the project background, our proposed scope of services, associated fees, and proposed schedule.

PROJECT BACKGROUND

The Grand Traverse County Septage Treatment Facility is located at 1717 Ahlberg Drive, Traverse City, Michigan. The facility treats domestic household septage waste, holding tank waste, grease trap material, portable toilet material, and special waste. The facility is comprised of an Un-load Building; Influent Equalization Tank; Screening & Dewatering Facility; Aeration Tank (MBR Tank) & Membrane Building; ATAD Building (containing the SNDR Tank, Day Tank, and ATAD Tank); Post Equalization Tank; Biofilter; and associated Electrical and Mechanical Rooms. It is our understanding that Jacobs has been retained by Grand Traverse County to operate and maintain the facility.

In August 2018, NTH was retained by Jacobs to perform a condition assessment of four tanks at the facility. The focus of our condition assessment and manned confined space entry were the SBR Tanks, SNDR Tank, Day Tank, and ATAD Tank. The condition survey included a representative visual review of the interior and exterior of the tank's walls, base slab, and roof structure. Exposed concrete was sounded using a rock hammer to check for concrete deterioration and possible delamination. Cracks and joints were visually assessed in accordance with ACI guidelines for inspection of concrete in service and the presence of active leakage or historical staining. As part of our inspection, a representative number of existing cracks had crack gauges installed for additional monitoring as the tanks were returned to service. A letter report for the condition assessment dated October 25, 2018 and revised December 12, 2018 provided recommendations for maintenance repairs and additional monitoring for the purpose of extending and maintaining serviceability of the various inspected tanks at the Septage Treatment Facility.



These recommendations included application of concrete waterproofing and joint sealant to the SBR Tank topping slab and exterior tank walls. Additional structural evaluation was performed and a letter report "Evaluation Report on the Structural Analysis of the MBR (SBR) Tank Walls" dated March 28, 2019 included recommendations for repairing of surface cracking and application of waterproofing to the exterior walls of the SBR Tank, as well as recommendations for a structural retrofit for the tank's exterior walls prior to an increase in the tank's operational water level. The evaluation did not include a review of operational systems, pumps, or the functionality of electrical/mechanical systems. Based on our understanding and discussions with you, the above recommended repairs and retrofits have not been performed to date.

On October 17, 2020 an e-mail documenting surface spalling of the concrete topping slab on the roof of the SBR Tanks was shared by facility staff. Follow up field investigation by NTH in January 2021 found the surface spalling in the topping slab to generally be shallow and did not affect the reinforcing steel present in the roof topping slab. Conclusions from the field investigation recommended performing maintenance concrete repairs to repair the surface concrete spalls and apply a concrete sealer waterproofing to help prevent future spalling caused affects of freeze/thaw cycles and water infiltration into the concrete surface. A repair design package "Concrete Maintenance Repairs and Waterproofing" was developed based on the field investigation from January 2021.

Based on our email exchanges and subsequent discussions, the following scope of services will provide construction contract administration and construction oversight of the SBR Tank concrete topping slab repairs included in the Concrete Maintenance Repairs and Waterproofing Package.

SCOPE OF SERVICES

We have prepared the following scope of services in support of the SBR Tank roof topping slab and concrete waterproofing efforts.

- **Construction Contract Administration (CCA)**

We will provide a part-time Construction Contract Administrator and staff to oversee CCA services. The Construction Contract Administrator's role during construction will be to administer the Contract and oversee project field engineering staff and coordinate day-to-day field engineering and contract administration services with representatives of Jacobs and the Grand Traverse Septage Treatment Facility Representative. CCA services include the following tasks:

- Maintaining records of construction and providing the initial response to queries raised by the Contractors.
- Provide an experienced full-time field representative to observe and document the work, ensure the contractor is working in accordance with the contract requirements, and issue non-compliance notices as appropriate.
- Provide review and responses for project required submittals, shop drawings, and requests for information (RFIs).
- Review Contractor progress and payment applications and provide recommendations to Jacobs for payment.



- Compile and transmit project closeout documentation:
 - Preparation of as-built record drawings,
 - Compile daily field reports (DFRs) from NTH field representative, and
 - Compile project submittals and product documentation.

PROFESSIONAL FEES, TERMS, and CONDITIONS

NTH's efforts will be charged based on time and materials in accordance with our 2022 Fee and Rate Schedule for Professional Services (FS-ENG-2), and our Schedule of Equipment Usage Rates, Forms FS-ER-1, FS-ER-2, and FS-ER-3 (copies attached). Our services will be provided in accordance with our General Conditions, Form GC-12-2021 (copy attached). ***Our estimated fees for Construction Contract Administration are based on Time and Materials. You will only be invoiced for our time and expenses spent in support of the project's construction oversight and closeout documentation.*** An estimated not-to-exceed budget has been estimated based on a 10-day construction schedule with a full-time field representative onsite to observe and document the work. Our estimated fees to perform the tasks included in this proposal are summarized below.

Task Description	Estimated Not-to-Exceed Fee
Construction Contract Administration	\$ 35,240

In the event that the proposed scope of services is modified or a change in assumed construction schedule is noted, we will request a change in the approved fees and scope of services prior to proceeding with additional service.

PROPOSED SCHEDULE

It is our understanding that target construction schedule is June 2022. We anticipate being able to coordinate Construction Contract Administration with the target construction schedule of June 2022. We anticipate 2 weeks of field time for the contractor to complete the recommended repairs.

PROPRIETARY STATEMENT

NTH expends considerable effort in research and development of an appropriate scope of services that is tailored to the specific needs of the client and project. Consequently, the technical and pricing information contained in this proposal submitted by NTH or in this Agreement is confidential and proprietary. Jacobs shall not release such information or otherwise make it available to any third-party without the express written consent of NTH.

Upon your review and approval of this proposal, please indicate your acceptance by signing below and returning one copy to us. The signed copy will serve as our contract/authorization to proceed with the proposed services. Should you prefer to issue a task order, purchase order or other form of written authorization, please reference NTH Proposal No. OP22000037 as part of that document.



Ms. Elizabeth Hart
January 18, 2022
(Revised April 1, 2022)

We appreciate the opportunity to submit this proposal and look forward to continue supporting you and your staff. Once you review this proposal, should you have any questions or require any additional information, please do not hesitate to contact either of the writers by telephone or e-mail as indicated below.

Sincerely,

NTH Consultants, Ltd.

DocuSigned by:
Joel D. Schanne
C80DC847382B419...

Joel D. Schanne, P.E.
Project Engineer
(248) 662-2032
jschanne@nthconsultants.com

DocuSigned by:
Saju Sachidanandan
205CDD68AC87493...

Saju Sachidanandan, P.E.
Vice-President
(248) 662-2723
ssachi@nthconsultants.com

JDS/SS/mam

Attachments

PROPOSAL ACCEPTANCE

ACCEPTED FOR: JACOBS ENGINEERING GROUP
(NTH Proposal No. OP22000037, dated January 18, 2022, Revised April 1, 2022)

NAME:

(Print Name)

TITLE:

DATE:

SIGNATURE:



2022 FEE AND RATE SCHEDULE PROFESSIONAL SERVICES

PERSONNEL

Fees for our services will be based upon the time worked on the project by professional, technical and clerical personnel according to the following schedule:

	PER HOUR
IT Professional	\$120
Administrative	\$85
Word Processor*	\$85
Technician I*	\$75
Technician II*	\$85
Technician III*	\$95
Technician IV*	\$110
Lab Technician*	\$90
Senior Technician II	\$110
CADD Operator	\$110
Staff Professional	\$120
Senior Staff Professional	\$140
Project Professional	\$160
Senior Project Professional	\$185
Principal Engineer	\$195
Senior Principal Engineer	\$220
Corporate Officer	\$250

*For these personnel, overtime work will be charged at a rate equal to 1.33 times the Standard Rate.

A premium of 25 percent will be added to hourly rates for expert testimony and depositions, including preparation time.

NTH Consultants and Professionals include Engineers, Geologists, Environmental Specialists, Architects, Roofing Specialists, Industrial Hygienists, Environmental Health Specialists, Scientists, Asbestos Specialists, and Environmental Chemists, NTH Technicians include Engineering, Environmental, Construction Materials, and Environmental Health technical specialists.

NTH operates on a strong project management system, and a Project Manager is appointed for each project. Project Managers are selected from our staff of Senior Project Professionals, Principal Engineers and Senior Principal Engineers.

EXPENSES

The following expenses, when incurred in direct connection with the project, will be charged at the rate shown:

Transportation, Lodging and Subsistence for Travel	Cost + 10%
Printing, Reproduction, Photographs, Long Distance Telephone and Telecopier Charges, Shipping Charges and Material Purchases	Cost + 10%
Project Mileage for Company-Owned Vehicles	\$1.00 / Mile
CADD Supply Charge	\$6 / Hour

Rental of Specialized Field, Laboratory or Monitoring Equipment will be billed as indicated on NTH Schedule of Equipment Usage Rates.

SUBCONTRACTORS / SUBCONSULTANTS

On projects requiring subcontractors or subconsultants, we will obtain the services of reputable contractors or consultants to perform such work. The fees of these contractors or consultants plus a 15% service charge will be added to our invoices.

INVOICES

Progress invoices will be submitted to the client monthly and a final bill will be submitted upon completion of our services. Invoices for cost plus and time and materials projects will show charges for different personnel and expense classifications. Each invoice is due on presentation and is past due thirty (30) days from invoice date. Client agrees to pay a finance charge of one percent (1%) per month on past due accounts. We reserve the right to suspend or terminate work under our agreement upon failure of the client to pay invoices when due.

INCREASES

Fee schedule increases made by our firm on an overall client basis will be applied to work on all projects as the increases become effective.

2022 SCHEDULE OF EQUIPMENT USAGE RATES

NTH Consultants, Ltd. will provide the following equipment for use on projects for which we are performing consulting services. The equipment will be charged to the project for the duration of its use on the project. In addition to personnel charges, the following rates will apply:

Usage Codes

Geotechnical Equipment

GT975	SP Focus 35 Total Station.....	\$200 / Day- \$825 / Wk- \$2500 / Month
GT735	MPD Infiltrometer Kit with Tablet.....	\$800 / Day
GT105	Frequency Analyzer/DAT Recorder/Low Frequency Accelerometers.....	\$500 / Day
GT110	Blast Monitoring Seismograph.....	\$50 / Day - \$160 / Wk - \$500 / Month
GT110RA	Blast Monitoring Seismograph with Remote Monitoring.....	\$80 / Day - \$250 / Wk
GT329	Vibration Telemetry and Website.....	\$250 / Month
GT162	Digitilt Inclinometer.....	\$60 / Day - \$500 / Month
GT143	Power Auger Equipment.....	\$50 / Day
GT142	Hand Auger.....	\$15 / Day
GT644	Datamate / PSI Readout.....	\$30 / Day - \$200 / Month
GT254	Dynamic Cone Penetrometer (DCP).....	\$60 / Day
GT997	TZSPile Software	\$100/day

Groundwater Monitoring and Sampling Equipment

GW686	Water Level Chart Recording Equipment.....	\$25 / Day
GW166	Electric Data Logger with Transducer.....	\$125 / Day
GW163	Portable Computer.....	\$30 / Day
GW134	Pneumatic Piezometer Readout Control.....	\$30 / Day
GW183	Submersible Sampling Pump.....	\$80 / Day
GW106	Interface Probe.....	\$45 / Day
GW131	Water Level Indicator.....	\$20 / Day
GW131	Water Level Recording Device.....	\$60 / Day
GW226	Peristaltic Pump.....	\$35 / Day
GW109	Sediment Sampler.....	\$15 / Day
GW113	Submersible Pump - (Small).....	\$25 / Day
GW699	Digital Scale.....	\$10 / Day

Environmental Monitoring Equipment

EM120	Photoionization (HNU) Meter.....	\$80 / Day - \$320 / Week
EM159	Flame Ionization Detector (FID).....	\$150 / Day - \$500 / Week
EM122	Quad-Gas Meter.....	\$25 / Day - \$100 / Week
EM863	Portable Air Sampling Pump.....	\$180 / Week
EM135	pH Meter.....	\$30 / Day
EM136	Specific Conductivity Meter.....	\$25 / Day
EM137	Dissolved Oxygen Probe.....	\$25 / Day
EM856	X-Ray Florescence Detector.....	\$150 / Day - \$500 / Week
EM817	Small Bore Soil Sampling Probe.....	\$75 / Day
EM325	Level Trol.....	\$80 / Day - \$240 / Week
EM326	Level Troll Reader.....	\$25 / Day - \$100 / Week
EM851	Microscope and Supplies.....	\$50 / Day - \$200 / Week
EM292	Eagle Methane Detector.....	\$65 / Day
EM126	H2S/CO - Single Gas Meter.....	\$12 / Day - \$32 / Week
EM667	Drager Tubes / Pump.....	\$12 / Day

Equipment rented by NTH Consultants, Ltd. for use on any specific project will be charged at cost plus 15%.

2022 SCHEDULE OF EQUIPMENT USAGE RATES

NTH Consultants, Ltd. will provide the following equipment for use on projects for which we are performing consulting services. The equipment will be charged to the project for the duration of its use on the project. In addition to personnel charges, the following rates will apply:

Usage Codes

Environmental Health Personal Safety Protection Equipment

EH117	Level D.....	\$35 / Person / Day
EH116	Level C.....	\$80 / Person / Day
EH115	Level B.....	\$170 / Person / Day
FR115	FR-Arc Rated Equipment.....	\$30 / Person / Day

Concrete / Asphalt Equipment

CA738	Floor Profiling Device.....	\$60 / Day
CA147	Windsor Probe Equipment.....	\$30 / Day & \$28 / Probe
CA160	Pachometer (R-Meter).....	\$30 / Day
CA194	Concrete Coring Equipment.....	\$85 / Day
CA223	Generator.....	\$75 / Day
CA180	Rotary Hammer Drill.....	\$30 / Day
CA190	Asphalt Field Marshall Test Equipment.....	\$50 / Day
CA645	DR-Meter.....	\$25 / Day
CA193	Borescope.....	\$50 / Day
CA681	Rapid Relative Humidity / Temperature Meter.....	\$35 / Day
CA683	Spotting Scope.....	\$15 / Day
CA684	Swiss Hammer.....	\$15 / Day
CA685	Tie Locator.....	\$25 / Day
CA816	Moisture Emission Test Kit.....	\$28 / Day
CA753	Ferrosan - Steel Reinforcement Detection System.....	\$250 / Day
CA752	Impact Echo Equipment (Thickness).....	\$50 / Day
CA647	Coating Thickness Gauge.....	\$25 / Day
CA749	Thermocouples.....	\$25 / Day
CA678	Traffic Control.....	\$10 / Day
CA695	Hand Power Tools.....	\$15 / Day
CA174	Moisture Meter.....	\$10 / Day

Steel Equipment

SE114	Ultrasonic Equipment.....	\$60 / Day
SE221	Torque Wrench Calibration Apparatus (Skidmore).....	\$40 / Day
SE643	Paint Thickness Gauge.....	\$25 / Day
SE720	Dye Penetrant Test Material.....	\$20 / Day
SE721	Hardness Tester.....	\$40 / Day
SE723	Magnetic Particle Equipment - Prods.....	\$60 / Day
SE722	Magnetic Particle Equipment - Yoke.....	\$25 / Day
SE724	Torque Wrench.....	\$15 / Day

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2022 SCHEDULE OF EQUIPMENT USAGE RATES

NTH Consultants, Ltd. will provide the following equipment for use on projects for which we are performing consulting services. The equipment will be charged to the project for the duration of its use on the project. In addition to personnel charges, the following rates will apply:

Usage Codes

Roofing Equipment

RE 207	Infrared Moisture Detection Equipment.....	\$100 / Person / Day
RE 215	Electrical Capacitance Moisture Detection Equipment	\$50 / Day
RE 220	Troxler Nuclear Roof Moisture Gauge.....	\$50 / Day
RE 639	Digital Camera / Software.....	\$25 / Day
RE 168	Video Recorder.....	\$50 / Day
RE 217	Roof Wind Uplift Equipment.....	\$50 / Day

Various Test and Field Equipment

VE 100	Troxler Nuclear Moisture Density Gauge.....	\$50 / Day - \$175 / Week
VE267	Housel Penetrometer.....	\$20 / Day
VE268	Vacuum Box for Field Testing of Geosynthetics.....	\$30 / Day
VE690	Field Proctor Set.....	\$40 / Day
VE139	Four-Wheel Drive Vehicle, Excluding Mileage.....	\$60 / Day
VE195	Field Office Trailer.....	\$240 / Month
	Field Laboratory	
VE201	Soils Only.....	\$325 / Month
VE202	Soils and Concrete.....	\$500 / Month
VE204	Asphalt.....	\$50 / Day - \$325 / Month
VE948	Cellular Phone (Field Projects).....	\$15 / Day
VE727	Metal Detector.....	\$25 / Day
VE728	Air Compressor.....	\$30 / Day
VE156	Survey Equipment.....	\$30 / Day
VE328	Gator (Off Road 4 x 4).....	\$60 / Day - \$250 / Week
VE278	Sokkia Set 3 Total Station.....	\$400 / Week
VE172	Measuring Wheel.....	\$6 / Day
VE870	Water Penetration Test ASTM 1105.....	\$350 / Week

Tunnel Inspection Equipment

TI 208	Tunnel Safety Equipment, including: Lights, Breathing Apparatus, Gas Meters, Fall Control Device, Rope Ladder, Walking Sticks, Boots, and Protective Equipment . . .	
TI 209	10 Minute ELSEA Escape Pack.....	\$15 / Day - \$35 / Week
TI 210	5 Minute ELSEA Escape Pack.....	\$15 / Day - \$35 / Week
TI 200	30 Minute SCBA.....	\$50 / Day
TI 212	50 Foot Fall Control Device.....	\$100 / Day
TI 216	Tunnel Ventilator.....	\$75 / Day

Equipment rented by NTH Consultants, Ltd. for use on any specific project will be charged at cost plus 15%.



General Conditions

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STANDARD OF CARE

In performing its professional services, NTH will use that degree of care and skill ordinarily exercised, under similar circumstances, by members of its profession practicing in the same locality at the same time and providing the same or similar services. The standard of care shall be the standard existing at the time NTH's services were rendered. No warranty, express or implied, is made or intended by NTH's performance of any services, proposal for professional services, furnishing oral or written reports, or observation of any work. Client recognizes that actual conditions may vary from those encountered at the locations where tests, borings, surveys or explorations are made by NTH or provided by others, and that NTH's data, interpretations and recommendations are based solely on information available to NTH that it deems reliable and material to the performance of its professional services. NTH will be responsible for its data, interpretations and recommendations, but shall not be responsible for the interpretation by others of information developed or relied upon by NTH. Client also recognizes that observation of construction by a qualified engineering firm is essential to verify that designs are appropriate for actual site conditions. Except for NTH's employees acting within the scope of their employment, and contractors and subconsultants retained by NTH acting within the scope of their retention by NTH, Client agrees that NTH shall not be responsible for any acts or omissions of any contractors, consultants, and suppliers, or other persons, whether for site safety, the quality of work or the failure to furnish or perform their work in accordance with their contract documents.

LIMITATION OF PUBLIC LIABILITY INSURANCE

NTH represents and warrants that NTH and its agents, staff and consultants employed by NTH are protected by worker's compensation insurance and that NTH has coverage under public liability and property damage insurance policies which NTH deems to be adequate. Certificates for all such policies of insurance can be provided to the Client upon request. Subject to the terms, conditions, and limits of such insurance, NTH agrees to indemnify and save Client harmless from and against any loss, damage, or liability to the extent caused by any negligent acts of NTH, its agents, staff, consultants or contractors employed by NTH. NTH shall not be responsible for any loss, damage, or liability to the extent such loss, damage, or liability is not covered by such insurance. NTH shall not be responsible for any loss, damage, or liability arising from any negligent acts by Client, its agents, staff, representatives and other consultants employed by Client.

LIMITATION OF PROFESSIONAL LIABILITY

NTH represents and warrants that NTH has professional liability insurance coverage which it deems to be adequate. Certificates describing NTH's coverage can be provided to the Client upon request. Notwithstanding any other provisions of these General Conditions, NTH's proposal for professional services and any other documents that may be deemed to be a part of its agreement to provide professional services, Client agrees that the total liability for damages, in the aggregate, of NTH, its officers, directors, employees, agents, contractors and subconsultants to Client or anyone claiming by, through or under Client, for any and all actions (including, but not limited to, those sounding in tort, contract (express or implied), warranty (express or implied), statutory violation or liability, strict liability, negligence, gross negligence, misrepresentation, malpractice) and for all claims (including, but not limited to, those alleging bodily injury, death, property damage, environmental response costs and/or damages, expenses, costs, attorneys' fees, litigation costs) and/or all damages (including, but not limited to, direct, consequential, economic, non-economic and incidental damages) arising from or in any way relating to, directly or indirectly, NTH's professional services under this agreement, shall be limited to \$50,000 or the amount of the fee actually paid NTH for its services under this agreement, whichever amount is greater.

RIGHT OF ENTRY

Unless otherwise agreed, to the extent it is necessary for NTH to enter onto property in order to perform its services, Client shall furnish right of entry on the land sufficient for NTH to perform its services. NTH has not included in its fee costs for rectifying damages that may result from NTH's operations. If NTH is required to restore the property to its former condition, additional charges will be added to its fee sufficient to cover the restoration work, including NTH's standard profit factor.

CONSTRUCTION OBSERVATION

If construction observation is included in NTH's proposal, NTH shall visit the project site at such intervals and for such durations as it deems appropriate, or as otherwise agreed to in writing by Client and NTH. Such visits and observations and any comments or reports generated from such visits and observations shall not impose any liability on NTH beyond that set forth in this agreement, or relieve any contractor from its contractual obligations. All construction contractors shall be solely responsible for construction site safety, the quality of their work and adherence to the contract documents. NTH shall have no authority or obligation to direct any contractor's actions or stop any contractor's work. Further, unless specifically agreed in writing, Client agrees that NTH shall have no duty or responsibility for performing, furnishing, implementing, supervising, or evaluating any designs for the project. Client agrees that NTH's services under this agreement are not performed pursuant to a special agreement under Michigan law.

HAZARDOUS MATERIALS

Client represents that Client has made a reasonable effort to evaluate whether hazardous materials, including gases, are on or near the project site, and that Client has informed NTH of Client's findings relative to the possible presence of such materials. Hazardous materials may exist at a site where NTH has no reason to believe they could or should be present. NTH and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of NTH's scope



General Conditions

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of services or allowing NTH to terminate its services, at NTH's sole discretion, NTH and Client agree that hazardous materials may make it necessary for NTH to take immediate measures to protect health and safety. Client agrees to indemnify NTH fully (as set forth below) and compensate NTH for any liability of any nature, equipment decontamination and other costs incident to the discovery of hazardous materials.

NTH agrees to notify Client when hazardous materials or suspected hazardous materials are encountered. Client agrees to make any disclosures required by law to the appropriate government agencies. Client also agrees to hold NTH harmless for any and all consequences of any required disclosures made by NTH. If Client does not own the project site, it is Client's responsibility to inform the property owner of the discovery of hazardous materials or suspected hazardous materials.

Notwithstanding any other provisions of the agreement, Client waives any claim against NTH for losses, damages, liabilities, and costs (including, without limitation, court costs and attorneys' fees) arising out of, or in any way connected with, the presence, discharge, release, escape, or reporting of hazardous materials or suspected hazardous materials, including, but not limited to, any costs created by delay of the project and any cost associated with possible reduction of the property's value. Further, to the maximum extent permitted by law, Client agrees to defend, indemnify, and save NTH harmless from any claims, losses, damages, liabilities, and costs (including, without limitation, court costs and attorneys' fees) arising out of, or in any way connected with, the presence, discharge, release, escape, or reporting of hazardous materials or suspected hazardous materials, including, but not limited to, any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for proper disposal of any samples secured by NTH which NTH deems to be contaminated.

BIOLOGICAL POLLUTANTS

Unless specifically stated in its proposal, NTH's scope of services does not include the investigation or detection of the presence of any Biological Pollutants in or around any structure. Client agrees that NTH shall have no liability for any claim regarding bodily injury or property damage alleged to arise from or be caused by the presence of or exposure to any Biological Pollutants in or around any structure. In addition, Client shall defend, indemnify, and hold harmless NTH from any third-party claim for damages alleged to arise from or be caused by the presence of or exposure to any Biological Pollutants in or around any structure, except for damages arising from or caused by NTH's sole negligence. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, and viruses, and the byproducts of any such biological organisms.

UTILITIES

In the execution of its services, NTH will take reasonable precautions to avoid damage or injury to subterranean structures or utilities made known to NTH by Client or a public utility locating service. Client agrees to hold NTH harmless for any damages to subterranean structures that are not called to NTH's attention and correctly shown or described on the documents furnished.

NON-SOLICITATION

Client agrees that during the course of its engagement with NTH and for a period of one (1) year after that relationship ends, regardless of the reason for separation, Client will not, directly or indirectly, either as an owner, employee, salesperson, consultant, director, independent contractor or in any other capacity, solicit, entice, induce or encourage any employee to leave employment with NTH.

OWNERSHIP OF DOCUMENTS

All reports, drawings, plans, specifications, field data, field notes, calculations, estimates and other documents prepared by NTH, as instruments of service, shall be for the Client's use only on this project and shall remain NTH's property. Electronic data, including, but not limited to, CADD drawings, databases, word processor documents, and/or spreadsheets, are provided as an accommodation only. Paper documents are the contract deliverables.

Client assumes the risk that electronic data may differ from the paper deliverables, due to inaccurate translations or unreadable files. Further, Client agrees to hold harmless and indemnify NTH for any changes or modifications made by others to the electronic data. Client agrees that all reports and other work product furnished to the Client or its representatives, will be returned upon demand and will not be used by the Client for any purpose whatsoever, unless otherwise specifically agreed by NTH. NTH will retain records relating to the services performed that NTH decides to retain in its sole discretion for a period of five (5) years following submission of the report, during which period the records will be made available to the Client at reasonable times for a reasonable fee.

INVOICING

Invoices will be submitted to the Client monthly and a final invoice will be submitted upon completion of NTH's services. Each invoice is due upon presentation, and is past due thirty (30) days from invoice date. Client agrees to pay a finance charge of 1% per month on past due accounts. NTH reserves the right to suspend or terminate services under this agreement upon failure of Client to pay NTH's invoices when due.



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RESOLUTION OF DISPUTES

All claims, disputes and other matters in controversy arising out of or in any way related to this agreement shall be submitted to non-binding mediation through and in accordance with the mediation rules of the American Arbitration Association as a condition precedent to any litigation.

TIME TO BRING CLAIMS, JURISDICTION, VENUE, CHOICE OF LAW

Client agrees that any claims it may have and its right to pursue any such claims under this agreement with NTH, whether the existence of any such claims is discovered or not, shall expire the earlier of two (2) years following the completion of NTH's services under this agreement, or the expiration of any applicable statutes of limitations or statute(s) of repose, whichever is earlier. Client agrees to bring any legal proceedings in pursuing any of its claims against NTH exclusively in Michigan and further agrees that the law applicable to any such proceedings shall be the law of Michigan, without reference to Michigan's choice of law principles.

Further, Client agrees to submit to the jurisdiction of the courts of Michigan and waives any and all defenses based upon lack of personal jurisdiction, forum non-conveniens and the like. Client and NTH further agree that the prevailing party will be entitled to recover all reasonable costs incurred in any such legal proceedings (including upon appeal and for enforcement of any judgment), including NTH staff time charges (if NTH is the prevailing party), court costs, attorneys' fees and other claim related expenses, subject only to the foregoing limitation of liability. Should neither party prevail on all of their claims or receive all of the relief they sought, then the substantially prevailing party shall be awarded such fees and costs. Client acknowledges and understands that the foregoing presumes that Client has first satisfied the non-binding mediation requirement set forth in Resolution of Disputes, above. No time limitation set forth in this Time To Bring Claims, Jurisdiction, Venue, Choice of Law provision shall be extended or tolled for any period of time by Client's failure to satisfy the Resolution of Disputes provision, or by any ongoing non-binding mediation between Client and NTH pursuant to the Resolution of Disputes provision.

TERMINATION

This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, NTH shall be paid for services performed to the termination notice date plus reasonable termination expenses. Client agrees that a substantial failure to perform shall include failure fully to pay an invoice within fourteen days of the date payment is due.

In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by this agreement, NTH may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all NTH's direct costs in completing such analyses, records and reports.

NON-ASSIGNMENT

Client shall not assign any of its duties, rights and interest in this agreement without the prior written consent of NTH. Nothing in this agreement shall be construed to create, impose or give rise to any duty owed by NTH to any third party. All duties undertaken under this agreement by NTH are for the sole and exclusive benefit of Client. There are no intended third-party beneficiaries of this agreement or of the services to be performed by NTH under this agreement. Should a court find otherwise, it is the intent of the parties that such third-party beneficiary be bound by and subject to all of the terms and conditions of this agreement.

OTHER DOCUMENTS/CONTRACT MERGER

Client agrees that these General Conditions shall prevail over any conflicting provisions of any other documents that may be considered to be part of this agreement. This agreement shall include the proposal to which these General Conditions are attached or in which reference is made to these General Conditions, together with all other documents attached to such proposal and referenced in such proposal as being a part of the basis upon which NTH has agreed to undertake professional services. All other understandings, discussions, agreements, proposals, correspondence, electronic mail and other communications of any descriptions pre-existing this agreement are merged into and superseded by this agreement. This agreement constitutes the parties' complete, entire and final understanding of the subject matter of this agreement.

SEVERABILITY

If any provisions of this agreement are found to be void or unenforceable for any reason, the remainder of this agreement shall continue in full force and effect, and the court shall attempt to judicially reform the void or unenforceable provisions to the maximum extent possible, consistent with the intent evidenced by the provisions, to render it valid and enforceable. If the court is unable to reform the provisions, the court shall strike only those provisions which are invalid or unenforceable, and this agreement shall then be construed without reference to the void or unenforceable provisions.

Attachment 2. Grand Traverse Construction's Bid Form

Grand Traverse Construction
(Name of Bidder)

Bid Submitted To:

Jacobs
Attn: Mariola Lizon

Subject: Invitation to Bid
Project: RFP - 438951CH Grand Traverse County Septage 033022 - SBR
Tank Maintenance, Repair, Waterproofing

Bidders:

The undersigned, having carefully examined the Bid Documents and conditions under which the Work is to be performed, hereby proposes to execute the Work in accordance with the Bid Documents, as follows. All pricing is firm, fixed for the duration of the Work as proposed.

PRICING BASIS: Lump sum ☐ Time and Materials ☐ Cost plus fee ☐ Unit prices

For a Lump sum basis, the Lump Sum Bid Price is inserted. For any other pricing basis, see the pricing attachments to this bid form.

LUMP SUM BASE BID PRICE:

Sixty Nine Thousand Eight Hundred Dollars U.S. Dollars (\$69,800.00)

BID PRICE

The Base Bid Price is comprised of the following, the total of which constitutes the complete Base Bid Price:

Item	Cost (Firm - Fixed Price)
SBR Tank Maintenance/ Repair/ Waterproofing	\$ 69,800.00

Workmanship 1yr guarantee	\$ Included
Workmanship 3 yr guarantee	\$
1yr guarantee on all materials	\$ Included
3yr guarantee on all materials	\$

EXCEPTIONS TO BIDDING DOCUMENTS

Listed below are exceptions to the Bid Documents. NOTE THAT EXCEPTIONS MAY BE CAUSE FOR BID REJECTION. If no exceptions to the Bid Documents are proposed, state "NONE".

Technical Exceptions:

1. Three year warranty not available
2. Bid includes work outlined in Appendix 3 ONLY
3. Bid does not include retrofit of walls to bring to ACI 350-01

Commercial Exceptions:

AUTHORIZATION:

Grand Traverse Construction

(Name of Bidder)

1714 Northern Star Drive

1714 Northern Star Drive

Traverse City, MI 49696

Traverse City, MI 49696

(P. O. Box, City, State, Zip)

(Street, City, State, Zip)

Darek Purgiel

Vice President of Estimating

(Name of Authorized Person)

(Title of Authorized Person)

(Signature of Authorized Person)

4/13/2022

(Date)

Notes:

1. Signature is by a person legally authorized to bind Bidder to a Subcontract. If the signature is by an agent of the Bidder, the current Power-of-Authority certifying the agent's authority to bind the Bidder is attached.
2. If Bid is by a corporation, the corporate seal is affixed immediately below.

CONFIDENTIALITY

CH2M's RFPs are considered **Company Confidential Information**, and should not be shared with third parties without prior approval from Jacobs Procurement Representative. Disclosure, copying, distribution, or the taking of any action in reliance on the contents of this information is strictly prohibited.

Any information disclosed to a third party without prior approval by a Jacobs Procurement Representative will deem the Subcontractor non-responsive to the bid.

RESOLUTION ADOPTED BY THE MANAGER OF GRAND TRAVERSE CONSTRUCTION, LLC

The following are Resolutions of the Managing Members of GRAND TRAVERSE CONSTRUCTION, LLC (the "Company") adopted and binding on the Company pursuant to its Operating Agreement (the "Operating Agreement"). The undersigned, being the Vice President of Construction of the Company, has approved the following:

Resolution Authorizing Execution of Documents

- A) The Company is a manager-managed limited liability company and pursuant to the Operating Agreement, the Vice President of Construction has "full and complete authority, power and discretion to manage and control the business of the Company, to make all decisions and to perform all acts customary or incident to the management of the Company's business".
- B) Further, the Operating Agreement provides that the Vice President of Construction "may elect one or more officers, who may, but need not be, Members of the Company, with such titles, duties and compensation as may be designated by" the Vice President of Construction.

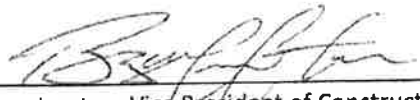
Resolutions

- A) That the following individuals are hereby elected to service in the offices set forth below and to possess all authority vested in such offices by the Operating Agreement and the Vice President of Construction, until their respective successors shall be elected and qualified or until their resignation or removal:


Jeff Lawton	President
Bryan Lawton	Vice President of Construction
Darek Purgiel	Vice President of Estimating
Chris Weber	Vice President of Operations

- B) The above-referenced officers are authorized and empowered, for and on behalf of the Company, to execute, acknowledge and deliver documents, instruments, papers and other obligations in the name and on behalf of the Company.

Dated this 25th day of February 2021


Bryan Lawton, Vice President of Construction

Subscribed and sworn to me before this 25th day of February 2021.


Deborah Sue McQueer
Notary Public, Grand Traverse County, MI
(Acting in Grand Traverse County)
My Commission Expires April 5, 2024